

~~Secretary~~ Ethel M. Town

Mr. Sidney L. Strickland, Jr.
March 3, 1994
Page 2

Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'R. Alvord', written in a cursive style.

Robert W. Alvord

RWA/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

3/3/94

Robert W. Alvord

Alvord & Alvord

918 16th St N.W. Suite 200

Washington, D.C. 20006

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions

of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,

on at , and assigned

3/3/94 2:30pm
recording number(s).

18509-B

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 18502B FILED 1425

MAR 3 1994 -2 20 PM

INTERSTATE COMMERCE COMMISSION

MEMORANDUM
OF MASTER EQUIPMENT LEASE AGREEMENT

On the date hereof, the parties hereto entered into that certain Master Equipment Lease Agreement No. 7715030 (the "Lease Agreement") dated as of November 30, 1993, and that certain Lease Schedule No. 803 attached and incorporated by reference thereto, by and between Pitney Bowes Credit Corporation ("Lessor"), having a place of business located at 201 Merritt Seven, Norwalk, Connecticut 06856-5151, and Minnesota Corn Processors ("Lessee"), having its principal place of business located at 400 West Main Street, Suite 201, Marshall, Minnesota 56258-1236, pursuant to which Lessor has leased to Lessee the Equipment described on Exhibit A hereto, subject to the terms and conditions of said Lease Agreement.

IN WITNESS WHEREOF, each of the undersigned pursuant to due corporate authority has caused this Memorandum of Master Equipment Lease Agreement (the "Memorandum") to be duly executed in its respective corporate name by an officer duly authorized and hereby declares pursuant to 28 U.S.C. 1746 under penalty of perjury that this Memorandum is a true and correct document and was executed as of this day 28 of February, 1994.

PITNEY BOWES CREDIT CORPORATION

MINNESOTA CORN PROCESSORS

BY: Michael J. Payne

BY: X Richard Jorgenson

ITS: VICE PRESIDENT, CREDIT OPERATIONS

ITS: X President

EXHIBIT A

<u>QTY</u>	<u>ITEM</u>	<u>MANUFACTURER & REPORTING MARKS</u>
Twenty-five (25)	1994, 100 Ton Roller Bearing 30,000 gallon NC/NI Tank Cars	ACF Industries Lettered AMIX 300000 through and including 300024

and all accessories, attachments, accessions, substitutions thereto.

STATE OF Minnesota

SS.

COUNTY OF Lyon

On February 28, 1994 before me, Betty A. Gifford
(Notary Name and Title)

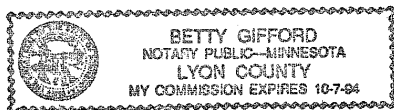
personally appeared Richard Jurgenson

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Betty Gifford

(Notarial Seal)



STATE OF Connecticut
COUNTY OF Fairfield

SS.

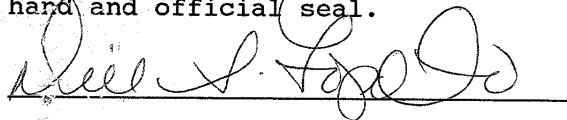
on February 28, 1994 before me, Dell S. Lopato
(Notary Name and Title)

personally appeared Michael J. Leyh

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature:



DELL S. LOPATO
NOTARY PUBLIC
My Commission Expires March 31, 1998.

(Notarial Seal)